

BID SPECIFICATIONS

FOR

**LEASE OF TOWNSHIP OWNED REAL PROPERTY
TOWNSHIP OF LAKEWOOD**

BID DATE: Tuesday, September 4, 2012, 11:00 AM

**TOWNSHIP OF LAKEWOOD
MUNICIPAL BUILDING
231 THIRD STREET
LAKEWOOD, NEW JERSEY 08701**

PUBLIC NOTICE

By virtue of Resolution No. 2012-314 passed by the Township Committee of Lakewood Township on August 2, 2012, Lakewood Township shall offer to the highest bidder by submission of sealed proposals the following property for lease: vacant property located in the Township of Lakewood on the southeast corner of River Avenue and Chestnut Street and commonly known as Block 1064 Lot 3, consisting of approximately 0.9183 acres, and being in the HD7 Zone.

Bids may be submitted only on the forms provided and in accordance with the terms and conditions set forth in the OFFICIAL BID PACKAGE. Proposal documents may be obtained from the Township of Lakewood, 231 Third Street, Lakewood, New Jersey, or by calling 732-364-2500 ext. 5200, during normal business hours, or via our website, www.lakewoodnj.gov. Vendors are responsible for checking this website for addenda prior to submitting their bids. The Township of Lakewood is not responsible for the content of any bid package received through any third party bid service. It is the sole responsibility of the Vendor to ensure the completeness and accuracy of the documents received.

This OFFICIAL BID PACKAGE sets forth all information, terms, and conditions, and the forms necessary for completion of the BID RESPONSE. Bids must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon, ***"BID SPECIFICATIONS – LEASE OF TOWNSHIP-OWNED PROPERTY, BLOCK 1064, LOT3."*** Said bids shall be addressed to: Steven Reinman, Deputy Township Manager.

Bids are being solicited pursuant to the local public contracting provisions of New Jersey's Local Lands and Buildings Law as set forth in N.J.S.A. 40A:12-14.

The bids shall be received, opened and read aloud in public at 11 a.m. on Tuesday, September 4, 2012, at the Municipal Building of the Township of Lakewood, 231 Third Street, Lakewood Township, New Jersey 08701.

After receipt of proposals, the Township Committee of Lakewood shall consider the proposals and may elect upon consideration to accept the highest proposal or to reject all proposals. Such acceptance or rejection shall be made by the Township Committee not later than 60 days following the deadline for submission of sealed proposals.

Bidders must comply with the requirements of New Jersey P.L. 1975, c. 127, and P.L. 2004, c. 57; N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (Affirmative Action) and American's With Disabilities Act of 1990 (42 USC 12101 et seq.).

THE TOWNSHIP OF LAKEWOOD

**Steven Reinman,
Deputy Township Manager**

REQUEST FOR BIDS – SPECIFICATIONS

1. Sealed bids will be received by Lakewood Township for the lease of vacant real property owned by the Township of Lakewood. The vacant property is located on the southeast corner of River Avenue and Chestnut Street and is commonly known as Block 1064, Lot 3, consisting of approximately 0.9183 acres, and being in the HD7 Zone.
2. The term of the proposed lease or the term of any renewal period shall not exceed two (2) years.
3. The minimum annual rental shall be \$14,000.00
4. The only improvements that may be made to the property during the term of the lease shall be surface coverage such as stoning or paving and the erection of fencing.
5. All improvements to the property shall be at the sole cost and expense of the successful bidder and all such improvements shall become the property of the Township without any payment therefore at the end of the lease term
6. Use of the property – the property may only be used for uses permitted in the HD7 Zone.
7. Prospective Bidders shall review these bid specifications before submitting a proposal, in order that no misunderstanding will exist in regard to the nature and character of the contract.
8. Lakewood Township reserves the right to reject all proposals, to waive any formality on proposals received, and to omit any item or items, deemed advisable for the best interests of Lakewood Township, or to withhold final award of the contract.
9. If bidder is a corporation, this proposal must be signed by its president, chief executive officer, or other authorized official.

If bidder is a partnership, then this proposal must be signed by an authorized representative of the partnership.
10. The bidder's response must be returned to Lakewood Township with no alterations. Alterations to the bidder's proposal may be grounds for rejection.
11. Any questions regarding the proposal or the terms and conditions of the proposal must be submitted in writing to:

Steven Reinman, Deputy Township Manager
231 Third Street
Lakewood, New Jersey 08701
Phone: 732-364-2500 ext. 5333
Email: sreinman@lakewoodnj.gov

12. Proposals will be received by mail, commercial carrier, or hand delivery on the proposal forms provided in the manner designated herein.
13. Each bidder must submit six copies of their proposal and it shall be enclosed in a sealed envelope, addressed to “Deputy Township Manager, Township of Lakewood, 231 Third Street, Lakewood, New Jersey 08701,” and plainly marked on the outside **“Bid Specifications for Lease of Township Owned Property.”**
14. The only improvements that may be made to the property during the term of the lease shall be surface coverage such as stoning and the erection of fencing. All improvements shall be at the sole cost and expense of Bidder and all such improvements shall become the property of the Township without any payment therefore at the end of the lease term.
15. The successful bidder will be responsible to apply for and obtain any and all necessary permits required from the Township and State, or Federal governmental agencies.
16. The proposal must be returned in its entirety in order to be considered for an award.
17. Each proposal must be accompanied by the items requested below. Failure to provide these items may be cause for rejecting this proposal.

- Exhibit A: Bidder’s Proposal
- Exhibit B: Affirmative Action form (four pages)
- Exhibit C: Americans with Disabilities Act of 1990
- Exhibit D: New Jersey Business Registration Certificate
- Exhibit E: Stockholder Disclosure Act
- Exhibit F: Non-Collusion Affidavit
- Exhibit G: Insurance Requirements and Indemnification Form
- Exhibit H: RFP Submission Checklist

18. The Township of Lakewood reserves the right:
 - To select and enter into a lease agreement with a proposer whose proposal best satisfies the interests of the Township and not necessarily on the basis of price or any other single factor.
 - To reject any and/or all proposals.
 - To issue additional subsequent solicitations for proposals and/or amendments to the bid request.
 - To conduct investigations with respect to the qualifications of each bidder.
 - To negotiate with bidders for amendments or other modifications to their proposals.
 - To modify dates.
 - All proposals prepared in response to this bid request are at the sole expense of the bidder, and with the express understanding that there will be no claim whatsoever, for reimbursement from the Township for the expense of preparation.

19. The Open Public Records Act mandates public access to government records. However, proposals submitted in response to this bid request may contain technical, financial or other data whose public disclosure could cause substantial injury to a bidder's competitive position, or constitute a trade secret. To protect these data from disclosure under the Open Public Records Act, the Bidder should specifically identify the pages of the proposal that contain such information by properly marking the applicable pages and inserting the "***Notice***" below to that end in the front of its proposal.
20. The Lakewood Township Committee shall make its final selection of the successful bidder by formal resolution and the successful bidder will be required to execute a formal lease agreement with the Township, the terms and conditions of which will be negotiated with the Township Attorney.

DISCLAIMER

The contents and information provided in this Proposal is meant to provide general information to interested parties, and in no way reflects the adherence of the Township of Lakewood to any public bidding requirements. The successful bidder shall be required to execute lease agreement with the TOWNSHIP OF LAKEWOOD that will govern the rights, duties, and obligations between the TOWNSHIP and the successful BIDDER. ACCORDINGLY, THE TERMS SET FORTH WITHIN THESE BID SPECIFICATIONS SHALL NOT CONSTITUTE ANY CONTRACT BETWEEN THE TOWNSHIP AND THE SUCCESSFUL BIDDER. MOREOVER, THE TOWNSHIP ACCEPTS NO RESPONSIBILITY FOR ANY OMISSIONS OR DELETIONS RELATING TO THIS REQUEST FOR BIDS. However, these bid specifications and the successful proposal will become part of the Lease Agreement.

NOTICE

The data on pages of this proposal identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the Bidder's competitive position.

The Bidder requests that such data be used only for the evaluation of the proposal, but understands that the disclosure will be limited to the extent the Township of Lakewood considers proper under the law. If an agreement is entered into with the Bidder, the Township shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

The Township does not assume any responsibility for disclosure or use of marked data for any purpose. In the event that properly marked data is requested, pursuant to the Open Public Records Act, the Bidder will be advised of the request, and may expeditiously submit to the Township a detailed statement indicating the reasons it has for believing that the information is exempt from

disclosure under the law. This statement will be used by the Township in making its determination as to whether disclosure is proper under the law.

The TOWNSHIP OF LAKEWOOD has diligently prepared these bid specifications and has presented all known, pertinent data as accurately and as completely as possible. This data is provided for general information purposes only. The TOWNSHIP OF LAKEWOOD does not guarantee or warrant the correctness of this information; moreover, the TOWNSHIP OF LAKEWOOD accepts no responsibility for any omissions or deletions of information relating to these bid specifications.

(END OF BID SPECIFICATIONS – EXHIBITS TO FOLLOW)

EXHIBIT A
BIDDER'S PROPOSAL

The undersigned bidder(s) declares that he/she has read the Notice to Bidders, instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the following:

Lease amount for first year: \$ _____
Lease Amount for second year: \$ _____

The Lease is for a term of two (2) years and will commence on the date as set forth by the Township in a Lease Agreement to be executed by the parties.

Corporate/Trade Name _____

Signature _____

Owner/Partner/Officer Title _____

Street Address _____

City/State/Zip Code _____

Telephone/Fax _____

Email Address _____

Date _____

EXHIBIT B
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the Bidder agrees as follows:

The Bidder will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Bidder will take affirmative action to ensure that such applicants are recruited and employed, and the employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The Bidder will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Bidder's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Bidder agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et. seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Bidder agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5-2.

The Bidder agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Bidder agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Bidder agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Bidder shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The Bidder shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

EXHIBIT B
TOWNSHIP OF LAKEWOOD
Mandatory Equal Employment Opportunity Notice
N.J.S.A. 10:5-31 et seq. and N.J.A.C 17:27 et seq.
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful Bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful Bidder shall submit to the Township of Lakewood, after notification of award but prior to execution of a contract, one of the following three documents as forms of evidence:

- (A) A photocopy of a valid letter that the vendor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- (B) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.; or
- (C) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Township of Lakewood to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful Bidder may obtain the Employee Information Report (AA302) from the Township of Lakewood during normal business hours and distributed in accordance with the requirements on the Employee Information Report.

The undersigned Bidder certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned Bidder further understands that his/her submission shall be rejected as non-responsive if said Bidder fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

Company: _____

Signature: _____ Print Name: _____

Title: _____ Date: _____

STATE OF _____ :
 : SS
COUNTY OF _____ :

resides at: _____ and that he/she is the

who signed the above Proposal, that during the course of the contract, he/she will agree to the Plan for Affirmative Action as outlined herein, and more particularly detailed in the contract documents.

Subscribed and sworn to before me this ____ day
of _____, 2012.

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EXHIBIT C
TOWNSHIP OF LAKEWOOD
AMERICANS WITH DISABILITIES ACT, ENVIRONMENTAL COMPLIANCE
AND CONFLICT OF INTEREST CERTIFICATION

The Bidder and the Township of Lakewood do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Lakewood pursuant to this contract, the Bidder agrees that the performance shall be in strict compliance with the Act. In the event that the Bidder, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Bidder shall defend the Township of Lakewood in any action or administrative proceeding commenced pursuant to this Act. The Bidder shall indemnify, protect and save harmless the Township of Lakewood, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Bidder shall, at its own expense, appear, defend and pay and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

The Township of Lakewood shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Bidder along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township of Lakewood or any of its agents, servants and employees, the Township of Lakewood shall expeditiously forward or have forwarded to the Bidder every demand, complaint, notice, summons, pleading or other process received by the Township of Lakewood or its representatives.

It is expressly agreed and understood that any approval by the Township of Lakewood of the services provided by the Bidder pursuant to this contract will not relieve the Bidder of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the Township of Lakewood pursuant to this paragraph.

It is further agreed and understood that the Township of Lakewood assumes no obligation to indemnify or save harmless the Bidder, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Bidder expressly understands and agrees that the provision of this indemnification clause shall in no way limit the Bidder's obligations assumed in this Agreement, nor shall they be construed to relieve the Bidder from any liability, nor preclude the Township of Lakewood from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

The Township of Lakewood does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The Township of Lakewood shall allow access to any books, documents, papers and records of the Bidder, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

The Township of Lakewood considers it to be a substantial conflict of interest for any company desiring to do business with the Township of Lakewood to be owned, operated or managed by any Township of Lakewood employee, nor shall any Township of Lakewood personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the Township of Lakewood.

I hereby certify compliance with the foregoing.

The undersigned is a Corporation under the law of the State of _____, having principal offices at _____.

Name of Partnership, Corporation or Individual

Signed by: _____

Print Name and Official Title

Address: _____

Telephone: _____

E-mail address: _____

Federal ID. No.: _____

EXHIBIT D

BUSINESS REGISTRATION CERTIFICATE

Name of Form:	Business Registration Certificate
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
Instructions Reference:	Statutory and Other Requirements VII-D
Description:	Bidder must provide State Division of Revenue issued Business Registration Certificate with the bid Submission.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division website at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

EXHIBIT E
TOWNSHIP OF LAKEWOOD
STOCKHOLDER DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership.”

- 1 If the Bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
- 2 If the Bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
- 3 If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
- 4 If the Bidder is other than a corporation or partnership, the Bidder shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- I. Stockholders or Partners owning 10% or more of the company providing the submission:
Name: _____ Address: _____

Signature: _____ Date: _____

- II. No Stockholder or Partner owns 10% or more of the company providing this submission:

Signature: _____ Date: _____

- III. Submission is being provided by an individual who operates as a sole proprietorship:

Signature: _____ Date: _____

- IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

Signature: _____ Date: _____

EXHIBIT F
TOWNSHIP OF LAKEWOOD
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
: ss
COUNTY OF OCEAN :

I, _____, of the _____ of _____
in the County of _____ and the State of New Jersey, of full age, being
duly sworn according to law on my oath depose and say that:

I am _____
of _____ (insert Company)

the Bidder making the submission for the above named Service, and that I executed the said submission with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Township of Lakewood relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide establish, commercial or selling agencies maintained by:

Name of Service Entity

Signature

Type or print name of affiant and title

Subscribed and sworn to before me
this _____ day of _____, 2012.

Notary Public, State of New Jersey
My commission expires _____

EXHIBIT G
TOWNSHIP OF LAKEWOOD
INSURANCE REQUIREMENTS
INDEMNIFICATION
AND ACKNOWLEDGMENT FORM

Insurance

Without limiting Bidder's indemnification obligations, Bidder shall procure and maintain at its sole cost and for the duration of the contract, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Bidder, its agents, representatives, employees and/or subcontractors. In the event that Bidder subcontracts any portion of the work the contract between the Bidder and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Bidder is required to maintain pursuant to the following:

Insurance Coverage Required

The policies and amounts of insurance required hereunder shall be as follows:

- (a) General Liability (including premises and operations, contractual liability, personal injury, independent Contractors liability): One Million Dollars (\$1,000,000.00) single limit, per occurrence. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be three times the occurrence limit.
- (b) Workers' Compensation and Employer's Liability: Workers Compensation Insurance (if Contractor is required to have) in an amount required by the laws of the State of New Jersey and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for injuries incurred in providing services under this purchase order.

General Requirements – All of Bidder's insurance:

- (a) Shall be issued by an insurance company which is an admitted carrier in the State of New Jersey and maintains a Secure Best's Rating of "A" or higher; unless otherwise approved by the Township;
- (b) General Liability and Employer's Liability shall name the Township, and its officers, officials, employees, agents, representatives, volunteers (collectively hereinafter "Township and Township Personnel") as additional insured's and contain no special limitations on the scope of protection afforded to Township and Township Personnel. All insurance provided hereunder shall include the appropriate endorsements;
- (c) Shall be primary insurance and any insurance or self-insurance maintained by Township of Township Personnel shall be in excess of Bidder's insurance and shall not contribute with it;
- (d) Shall be "occurrence" rather than "claims made" insurance;

- (e) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- (f) Shall be endorsed to state that the insurer shall waive all rights of subrogation against Township and Township Personnel;
- (g) Shall be written by good and solvent insurer(s) admitted to do business in the State of New Jersey and approved in writing by Township;
- (h) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to Township by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days' prior notice shall be provided; and
- (i) The Township shall have the right, upon reasonable notice to Bidder to request an increase in the amount of the insurance coverage or to modify the nature of the insurance coverage required under similarly situated carriers.

Deductibles

Any deductibles or self-insured retentions must be declared to and approved by the Township prior to the execution of the agreement by the Township.

Evidence of Coverage

Bidder shall furnish Township with Certificates of Insurance demonstrating the coverage required prior to any commencement of work to be completed.

Certificates shall be faxed and then mailed to:

Steven Reinman, Deputy Township Manager
Township of Lakewood
Municipal Building
231 Third Street
Lakewood, New Jersey 08701

Workers' Compensation Insurance

In event Bidder has no employees requiring Bidder to provide Workers' Compensation Insurance, Bidder shall so certify to Township in writing prior to work commencement. Township and Township Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Bidder to comply with this section or with the provision of law relating to Workers' Compensation.

Indemnification

Bidder shall indemnify, defend and hold Township and Township personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or

“liabilities”) that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Bidder, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of the Township, whether or not there is concurrent active or passive negligence on the part of the Township and/or Township personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of Township pr Township Personnel. In connection therewith:

Bidder shall defend any action or actions file in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney’s fees incurred in connection therewith.

Bidder shall property pay any judgment rendered against Township or Township Personnel for any such claims or liabilities.

In the event Township and/or Township Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Bidder, Bidder shall pay to Township any and all costs and expenses incurred by Township or Township Personnel in such action or proceeding, together with reasonable attorney’s fees and expert witness fees.

Acknowledgment of Insurance Requirement:

Signature

Date

(Print Name and Title)

**EXHIBIT H
TOWNSHIP OF LAKEWOOD
SUBMISSION CHECKLIST**

Service: _____

Submission Date: _____

The following items, as indicated by initialing, shall be provided with the receipt of sealed submissions:

Required by Bidder	Submission Requirement	Initial Each Requirement and Submit Item
<input type="checkbox"/>	Bidder's Proposal (Ex. A)	_____
<input type="checkbox"/>	Affirmative Action Compliance Notice (Ex. B)	_____
<input type="checkbox"/>	Americans With Disabilities Act of 1990 Language (Ex. C)	_____
<input type="checkbox"/>	Business Registration Certificate (Ex. D)	_____
<input type="checkbox"/>	Stockholder Disclosure Certificate (Ex. E)	_____
<input type="checkbox"/>	Non-Collusion Affidavit (Ex. F)	_____
<input type="checkbox"/>	Proof of Insurance and Indemnification (Ex. G)	_____
<input type="checkbox"/>	RFP Checklist (Ex. H)	_____

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE QUALIFICATION PROPOSAL PACKAGE.

COMPANY/APPLICANT NAME

AUTHORIZED SIGNATURE

NAME AND TITLE (PRINT)

DATE